



February 9, 2024

**Via Regular and Certified Mail**

Helene and Jonathan Braun  
4 Calle Lirio  
Carolina, Puerto Rico 00984

**Re: Insureds: Helene Braun and Jonathan Braun**  
**Claim No.: 0734127244**  
**Date of Loss: October 29, 2022**

Dear Helene and Jonathan Braun:

Upon consideration of your request for coverage with respect to the above-referenced claim, Allstate Insurance Company ("Allstate") hereby denies and disclaims any and all liability under the Allstate Auto Policy (Form AU131-3), with policy number [REDACTED], that was issued to you. Allstate denies and disclaims any and all obligations under the policy, asserts a defense of no coverage under the policy, and we refer you to the following policy provisions.

The Allstate Auto Policy (Form AU131-3) contains the following language relevant to the above-referenced claim:

**Part I – Automobile Liability Insurance**

**Bodily Injury – Coverage AA**

**Property Damage – Coverage BB**

**We** will pay for all damages an insured person is legally obligated to pay because of **bodily injury** or property **damage** meaning:

- (1) **bodily injury**, sickness, disease, or death to any person, including loss of services; and
- (2) damage to or destruction of property, including loss of use.

Under these coverages, **your** policy protects an insured person from claims for accidents arising out of the

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ownership, maintenance, or use, loading or unloading of an insured **auto**.

**We** will not pay any punitive or exemplary damages, fines or penalties under **Bodily Injury** Liability Coverage or Property Damage Liability Coverage.

**We** will defend an insured person sued as the result of an **auto** accident, even if the suit is groundless or false. **We** will choose the counsel. **We** will not defend an **insured person** sued for damages which are not covered by this policy.

\* \* \*

#### **Insured Persons**

- (1) While using **your** insured **auto**:
  - (a) **you**;
  - (b) any **resident**; and
  - (c) any other person using it with **your** permission.
- (2) While using a non-owned **auto**:
  - (a) **you**,
  - (b) any **resident** relative using a four-wheel private passenger **auto** or **utility auto**.
- (3) Any other person or organization liable for the use of an insured **auto** if the **auto** is not owned or hired by this person or organization.

#### **Insured Autos**

- (1) Any **auto** described on the Policy Declarations. This includes the four-wheel private passenger **auto** or **utility auto** **you** replace it with.
- (2) An additional four-wheel private passenger **auto** or **utility auto** **you** become the owner of during the premium period. This **auto** will be covered if **we** insure all

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other private passenger **autos** or **utility autos you** own. **You** must, however, tell **us** within 60 days of acquiring the **auto**. **You** must pay any additional premium.

- (3) A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **your** or a **resident**, being temporarily used while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
- (4) A non-owned **auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of an insured person.
- (5) A trailer while attached to an insured **auto**. The trailer must be designed for use with a private passenger **auto** or **utility auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**.

### Definitions

\* \* \*

- (4) **“Resident”** – means a person who physically resides in **your** household with the intention of continuing residence there. **We** must be notified of all residents of **your** household. **Your** unmarried dependent children while temporarily away from home will be considered residents if they intend to resume residing in **your** household.

\* \* \*

- (6) **“You”** or **“Your”** – means the policyholder named on the Policy Declarations and that policyholder's **resident** spouse.

\* \* \*

### Exclusions – What Is Not Covered

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This coverage does not apply to liability for:

\* \* \*

- (6) Injury to or destruction of property an insured person owns, is in charge of, or rents. However, a private residence or a garage rented by that person is covered.

\* \* \*

### **Part V – Protection Against Loss To The Auto**

The following coverages apply when indicated on the Policy Declarations. Additional payments, autos insured, definitions, exclusions, and other information applicable to all these coverages appear beginning on page 19.

\* \* \*

#### **Auto Comprehensive Insurance – Coverage HH**

We will pay for loss to **your** insured **auto** or a non-owned **auto** not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered.

The deductible amount will not be subtracted from the loss payment for loss to window glass if full coverage is indicated as applicable on the Policy Declarations.

\* \* \*

#### **Insured Autos**

- (1) Any **auto** described on the Policy Declarations. This includes the four-wheel private passenger **auto** or **utility auto** you replace it with if the **auto** being replaced has been insured for physical damage coverage for at least 12 months. Coverage will apply to the replacement **auto** for three days beginning on the day **you** acquire it. The

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- three days shall be consecutive, but won't consider Saturdays, Sundays or legal holidays. After this three day period, coverage won't apply until **you** tell **us** of the replacement **auto** and request coverage for it. **You** must pay any additional premium.
- (2) An additional four-wheel private passenger **auto** or **utility auto you** become the owner of during the premium period. This **auto** will be covered if **we** insured all other private passenger **autos** or **utility autos you** own. **You** must, however, tell **us** of acquiring the **auto** and request coverage before coverage will be effective. **You** must pay any additional premium.
- (3) A substitute four-wheel private passenger **auto** or **utility auto**, not owned by **you** or a **resident**, temporarily used with the permission of the owner while **your** insured **auto** is being serviced or repaired, or if **your** insured **auto** is stolen or destroyed.
- (4) A non-owned four-wheel private passenger **auto** used by **you** or a **resident** relative with the owner's permission. This **auto** must not be available or furnished for the regular use of **you** or any **resident**.
- A trailer while attached to an insured **auto**. This trailer must be designed for use with a private passenger **auto**. This trailer can't be used for business purposes with other than a private passenger **auto** or **utility auto**. Home, office, store, display, or passenger trailers, **travel-trailers**, or **camper units** are not covered unless described on the Policy Declaration.

## Definitions

\* \* \*

- (5) "**Resident**" – a person who physically resides in **your** household with the intention of continuing residence there. **We** must be notified of all residents of **your** household. **Your** unmarried dependent children while temporarily away from home will be considered

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residents if they intend to resume residing in **your** household.

\* \* \*

- (9) **“You”** or **“Your”** – means the policyholder named on the Policy Declarations and that policyholder’s **resident** spouse.

\* \* \*

We understand that the above-referenced claim arises out of the theft of a 2022 Lamborghini that had been in the possession of your adult son, Jonathan Braun, and his wife, Miriam Hurwitz, at the time of the incident at issue. The Lamborghini was on loan to Jonathan Braun and Miriam Hurwitz as a sort of extended test drive, as they were thinking about purchasing the vehicle. According to the loan agreement, it was loaned to them on June 15, 2022, and the vehicle was stolen on October 22, 2022, over four months later.

Allstate’s investigation has revealed that the vehicle was stolen from Jonathan Braun’s home located at 583 Grant Place, Cedarhurst, New York, along with a Bentley and Mercedes owned by Jonathan and Miriam. The vehicles have never been located. The Lamborghini is owned by TG Motors Holdings, LLC according to the Title. A claim has been made under the Allstate policy for the loss of the vehicle.

At the time of the incident, Jonathan Braun and Miriam Hurwitz lived in Cedarhurst, New York. We understand that you have resided in Puerto Rico since sometime in 2018. You have never resided at the Cedarhurst address. You are the only named insured on the Allstate policy. The Mercedes and the Bentley that were also stolen were both listed as insured vehicles under the Allstate policy, but the Lamborghini was not.

The recitation of the facts in this correspondence does not imply that Allstate accepts the allegations as true, but only provides a basis for the coverage evaluation, which is set forth below.

It is Allstate’s position that there is no coverage under the Allstate policy for the theft of the Lamborghini as the vehicle does not qualify as an “insured auto” as that term is defined in the Liability and Comprehensive coverages of the policy. First, it is not listed as an insured auto on the Declarations Page of the Allstate Policy and was not purchased to replace any of the autos listed on that page. Second, neither Jonathan nor Helene Braun became the owner of the Lamborghini during the premium period. Third, the vehicle was not being used as a substitute auto while another insured auto was being serviced or repaired or due to the destruction or theft of an insured auto. Fourth, the vehicle is not a non-owned auto being used by the named insured or

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a resident relative. Although Jonathan Braun and Miriam Hurwitz are your relatives, you did not reside with them and, therefore, this definition does not apply. Finally, the vehicle is not a trailer.

Further, with respect to liability coverage, the theft does not constitute damages an “insured person” is legally obligated to pay. You, the named insureds, have no liability with respect to this claim and neither Jonathan Braun nor Miriam Hurwitz qualify as insured persons, as that term is defined in the Allstate policy. They were not using an insured auto owned by the insured, were not resident relatives of the insured and are not being held liable for the use of an insured auto.

Finally, even if Jonathan Braun and Miriam Hurwitz were insured persona and the vehicle was an insured auto, liability coverage would be barred by the exclusion for damage to property owned or rented by an insured.

In summary, there is no coverage under the Allstate Policy for this claim. Allstate denies any duty to provide coverage for the loss of the Lamborghini.

Allstate's position as set forth in this letter is based upon the information we currently have in our possession to date. We reserve the right to supplement or modify our position upon receipt of additional information, and to deny coverage for any other reasons which may hereinafter arise.

This letter is directed to all the terms, conditions, and exclusions of the Allstate policy, not only limited to those mentioned herein, and is based on the facts known to Allstate at the time of the issuance of this letter. Should you or any of your agents believe that there are any other facts which in your opinion may be relevant to our duty to defend or indemnify under the policy, we urge you to forward such information to us immediately so that it may be reviewed to determine whether coverage exists.

If any further investigation or information which we receive leads us to believe that any other provisions of the policy either offer or fail to offer coverage, we will advise you accordingly. Any additional investigation on the part of Allstate or its agents shall not be construed as a waiver of any of Allstate's rights to disclaim liability coverage upon other grounds, nor should it be construed as an admission of liability or an admission of coverage by Allstate under the policy.

Should you wish to take this matter up with the New York State Department of Financial Services, you may file a complaint with the Department either on its website at <http://www.dfs.ny.gov/consumer/fileacomplaint.htm> or you may write to or visit the Consumer Assistance Unit, Financial Frauds and Consumer Protection Division, New York State Department of Financial Services, at: One State Street, New York, NY 10004; One Commerce Plaza, Albany, NY 12257; 1399 Franklin Avenue, Garden City, NY 11530; or 535 Washington Street, Buffalo, NY 14203.

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Very truly yours,

Allstate Insurance Company

cc:

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